

EXHIBIT B

LEHMAN BROTHERS

DECEMBER 2006

LSTA PAR/NEAR PAR TRADE CONFIRMATION

To: BLUE MOUNTAIN CREDIT ALTERNATIVES MASTER FUND L.P.
Contact: Michael Abatemarco
Tel. No.: 212-905-3967
Fax No.:
Email.: mabatemarco@bluemountaincapital.com

From: Lehman Brothers Holdings Inc.
Contact Person: Martha Martinez
Phone No.: 212-526-4220
Fax No.: 646-758-4993
E-mail Address: marthmar@lehman.com

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par/Near Par Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.[®] (the "LSTA") as of December 1, 2006,¹ which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration Between Loan Traders With Regard to Failed Trades" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Trade Date: June 26, 2008

Seller: Lehman Brothers Holdings Inc.² ☒ Principal³ ☐ Agent

Buyer: BLUE MOUNTAIN CREDIT ALTERNATIVES MASTER FUND L.P.⁴ ☒ Principal³ ☐ Agent

Credit Agreement: AMENDED AND RESTATED CREDIT AGREEMENT, dated as of July 20, 2006, among GENERAL MOTORS CORPORATION, a Delaware corporation ("GM") and GENERAL MOTORS OF CANADA LIMITED ("GM Canada"; each of GM and GM Canada, a "Borrower" and, together, the "Borrowers"), SATURN CORPORATION, as a Guarantor, CITICORP USA, INC., as administrative agent for the Lenders hereunder (in such capacity, the "Agent"), JPMORGAN CHASE BANK, N.A., as syndication agent (in such capacity, the "Syndication Agent") and the several banks and other financial institutions from time to time parties to this Agreement (the "Lenders").

Borrower: General Motors Corporation⁵

¹The Standard Terms and Conditions are available on the LSTA website at <http://www.lsta.org>.

² Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); identify ERISA counterparties.

³ If Seller or Buyer is acting as a Riskless Principal, specify this in the "Trade Specific Other Terms of Trade" section below. (See Section 14 of the Standard Terms and Conditions.) It is not necessary to identify the third party with respect to a Riskless Principal.

⁴ Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); identify ERISA counterparties.

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Form of Purchase: If no election is made, "Assignment" applies.

- ☐ Assignment
☒ Participation
☐ Other: _____

Purchase Amount/
Type of Debt:

Purchase Amount ⁶	Type of Debt ⁷	Facility ⁸	CUSIP Number
\$5,000,000.00	Revolver	US Secured Tranche	N/A

Purchase Rate: 84.500%

Upfront Fee: None

Credit Documentation to be provided by Seller: ☐ Yes (only applicable if Buyer was not a lender on Trade Date and made its request on or prior to Trade Date)

☒ No

Trade Specific
Other Terms of Trade:

☒ Unless otherwise specified herein, Lehman Brothers Holdings Inc. shall not be required to pay (in the aggregate) more than one half of one Agent transfer fee for transactions specified in this or any other confirmation) allocated by an investment manager or advisor to multiple funds or accounts⁹

Subject to: Negotiation, execution and delivery or reasonably acceptable contracts and instruments of transfer in accordance herewith.

Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of **Jenna Yoo** at the following fax number(s) or e-mail address(es): jenna.yoo@lehman.com.

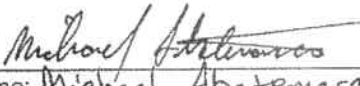
If you have any questions, please contact **Jenna Yoo** at 212-526-2081.

LEHMAN BROTHERS HOLDINGS INC.

BLUE MOUNTAIN CREDIT ALTERNATIVES MASTER FUND L.P.

By: BLUEMOUNTAIN CAPITAL MANAGEMENT, LLC, its investment advisor

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: Michael Abatemarco
Title: Associate
Date: _____

⁵ If multiple borrowers, specify the entity that is named as the first borrower under the Credit Agreement.

⁶ Specify amount of Debt to be transferred or, in the case of Debt subject to further funding obligations (as in revolving credit or letter of credit facilities), specify amount of total exposure to be transferred, both funded and unfunded.

⁷ Specify whether the type of Debt is term, revolving, letter of credit (if stand-alone) or other.

⁸ Specify Credit Agreement designation of the facility (e.g., tranche). Specify multicurrency component, if any.

⁹ Set forth any other terms of this Transaction; include in this Section a specific reference to each term, if any, in this Confirmation (including the Standard Terms and Conditions) that has been modified in any manner whatsoever from the form of LSTA Par/Near Par Trade Confirmation and/or the LSTA Standard Terms and Conditions for Par/Near Par Trade Confirmations; if more space is needed, attach additional pages.